

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
CHATTANOOGA DIVISION**

**P&G CONSTRUCTION CONSULTANTS,
LLC., As Assignee of Larry White**

Plaintiff,

VS.

NO.: 1:22-cv-00090-DCLC-CHS

**NATIONWIDE GENERAL
INSURANCE COMPANY,**

Defendant.

**DEFENDANT'S MEMORANDUM OF LAW IN SUPPORT OF ITS MOTION FOR
SUMMARY JUDGMENT**

Comes now Defendant Nationwide Mutual Fire Insurance Company, improperly named as Nationwide General Insurance Company, by and through counsel of record, pursuant to Rule 56 of the Federal Rules of Civil Procedure, and in support of its Motion for Summary Judgment states:

I. STATEMENT OF MATERIAL UNDISPUTED FACTS AND PROCEDURAL HISTORY

1) This case arises out of an insurance claim of which P&G Construction Consultants, LLC took an assignment from Nationwide's insured, Larry White. (Amended Complaint, ¶ 1)(DE# 9).

2) Plaintiff asserts that wind and hail damaged the property owned by Nationwide's insured on August 19, 2019. (See, Amended Complaint).

3) Plaintiff P&G is a limited liability company. (See, Amended Complaint, ¶ 1).

II. LAW AND ARGUMENT

Plaintiff P&G was ordered by the Court on May 5, 2023 to obtain new counsel to represent it as it is an entity that cannot represent itself in this Court. (DE # 47). As of the filing of this Motion, Plaintiff P&G has not notified the undersigned of any representation in this litigation, nor has a review of the docket shown appearance by any attorney on their behalf. In a similar case, the U.S. District Court for the Western District of Tennessee dismissed a lawsuit involving a storm-related insurance claim on the basis that the entity-plaintiff failed to comply with the Court's order to obtain new counsel. (See, Order dated May 15, 2023)(Copy attached hereto as **Exhibit A**). As this Court's order noted, Plaintiff's failure to obtain new counsel within 14 days of the entry of that Order will result in sanctions which include dismissal of the cause of action. (DE # 47).

Based upon the foregoing, Defendant requests that Plaintiff's case be dismissed with prejudice.

Respectfully submitted,

RAINEY, KIZER, REVIERE & BELL, P.L.C.

s/Jonathan D. Stewart

Jonathan D. Stewart (023039)
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Chattanooga, TN 37450
(423) 756-3333
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CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document was forwarded first class U.S. Mail, postage prepaid to:

P&G Construction Consultants, LLC
c/o Drayton Berkley
1255 Lynnfield Road, Suite 226
Memphis, TN 38177

P&G Construction Consultants, LLC
128 Poplar Street
Gadsden, TN 38337

counselor of record for Plaintiffs, and by electronic means via the Court's electronic filing system.

This the 22nd day of May, 2023.

s/Jonathan D. Stewart

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION

THE ZION CHURCH OF JACKSON,
TENNESSEE, INC.,

Plaintiff,

vs.

Docket No. 1:22-cv-1038-STA-jay

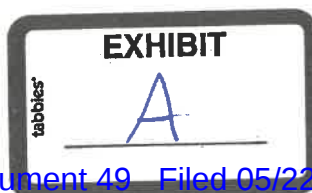
STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

**ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT
AND ORDER OF DISMISSAL**

On April 5, 2023, the Court granted the motion to withdraw filed by Attorney David R. Grimmett. (ECF No. 27.) In that order, the Court advised Plaintiff that it had thirty days within which to obtain new counsel and that, because Plaintiff is a corporation, it could not go forward pro se, but instead must retain an attorney if it wished to continue pursuing this action. Plaintiff has not notified the Court of new counsel, nor has an attorney made an appearance on behalf of Plaintiff. Accordingly, dismissal on that ground is warranted.

Additionally, Defendant filed a motion for summary judgment on April 14, 2023. (ECF No. 28.) In that motion, Defendant contends that Plaintiff lacks standing to bring this action because it is not the real party in interest. According to Defendant's statement of undisputed facts, Plaintiff assigned its rights under the policy of insurance at issue in this case to P&G Construction Consultants, LLC. (ECF No. 29.) Defendant argues that P&G took over the rights to the insurance claim, including the right to file suit, and divested



Plaintiff of its own right to bring this lawsuit. As such, dismissal of this case with prejudice is warranted. Plaintiff has not responded to the motion for summary judgment.

For good cause shown, Defendant's motion for summary judgment is **GRANTED**, and this matter is **DISMISSED** with prejudice.

IT IS SO ORDERED.

s/ S. Thomas Anderson
S. THOMAS ANDERSON
United States District Court Judge

Date: May 15, 2023